

Department of *Gov*

OFFICE *Bd of Gov*

TATION *Madras*

No. 2162

5465/39

Dated *3-8-39*

DEC

BAUCHE

*High kept
attached*

Treasurer *S. Kavaru, - Adulais*

Sp. H. Chandrashekhara Nayak

Fidelity bond of *Mrs. Desai & Co*

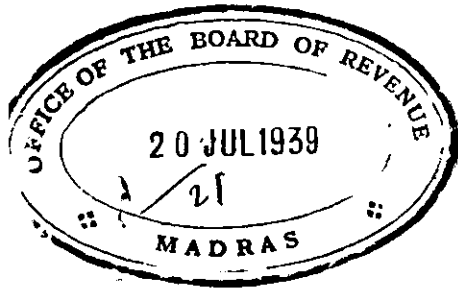
BY REGISTERED POST.

REVENUE DEPARTMENT.

In reply, please quote
number, date and
short title.*

Received

Registered



From (Name) Sri Diwan Bahadur M. V. Vellodi, B.A.,

(Designation) Collector of South Kanara.

Post Box, (STATION) MANGALORE.,

Telegraphic Address

To .

The Secretary, Board of Revenue,
Land Revenue and Settlement,

Ref. G.I No. 858-39, dated 17th July 1939. Madras.

Sir,

ENCLOSURES

One Bond.

SPARE COPIES

SECURITY - Sri Chardappa Nayak H. - Acting
Treasurer - Fidelity bond - Submitted
for approval.

The acting Treasurer Sri H. Chardappa Nayak
of the Huzur Treasury is required to furnish a security
of Rs.1,000/-. He has offered a Fidelity Bond No.2230-M
for Rs.1,000/- issued by Messrs. W. A. Beardsell & Co.,
Ltd., Madras, as security.

2. The bond issued by the above Company is herewith
submitted for favour of approval.

W. A. Beardsell
For Collector.

Copy of Security Bond No.2230M. dated 6th July 1939 granted by the National Guarantee and Suretyship Association Limited, in favour of Mr. Hampankatta Ohardappa Nayak, Huzur Treasurer, Collector's Office, South Kanara, Mangalore

Sum Guaranteed Rs.1000/-.	First Premium Rs.20/0/0.
Renewal dated 4th April.	Annual Premium Rs.20/0/0.

WHEREAS Mr. Hampankatta Chardappa Nayak, hereinafter called the "Employed", is in, or is about to be taken into, the employment of His Excellency the Governor of Madras as Huzur Treasurer, Collector's Office, South Kanara, Mangalore, hereinafter called the "Employer", in the capacity set forth in the Proposal after mentioned, and an application has been made to THE NATIONAL GUARANTEE AND SURETYSHIP ASSOCIATION, LIMITED, hereinafter called the "Association", to give such guarantee as hereinafter contained, which application has been entertained by the Association.

AND WHEREAS a Proposal for such Guarantee and relative Statement or Statements signed by the Employer have thereupon been delivered to the Association by the Employer, setting forth the circumstances and conditions of the said employment and the precautions and checks to be used by the Employer for securing accuracy of accounts and limiting the amount of moneys entrusted to or left in the hands of the Employed at any one time, which Proposal and relative Statement or Statements are hereby declared to be the basis of the Contract or Guarantee hereinafter set forth

AND WHEREAS the First Premium above mentioned has been paid to the Association as the Premium or consideration for such guarantee for the period commencing the Fourth day of April, Nineteen hundred and Thirtynine and terminating on the Third

day

day of April Nineteen hundred and forty.

NOW THEREFORE this Agreement witnesseth, that in consideration of the premises and during the period commencing and terminating as aforesaid, and afterwards during every succeeding year in respect of which the Employed and the Employer shall, before or upon the Fourth day of April in each such year or within ten days thereafter, pay or cause to be paid to the Association and the Association shall consent to receive, the annual premium above mentioned the Association will, and they do hereby, as surety for the Employed agree to guarantee to the Employer that, so long as the Employed shall, after the date of this Agreement, continue in the uninterrupted ~~pay~~ employment of the Employer in the capacity set forth in the said Proposal, the Employed shall and will, during the subsistence of this Agreement, honestly and faithfully account to the Employer for all moneys which the Employed in the course of said employment shall receive or be entrusted with on account of the Employer, and generally that the Association will to the extent hereinafter mentioned, indemnify the Employed against all loss in such moneys which the Employer may sustain by any fraud or dishonesty of the Employed in the capacity and employment foresaid to an amount not exceeding the sum of -- Rupees One Thousand only.

PROVIDED ALWAYS that this Agreement is issued subject to the following conditions, which shall be conditions precedent to the liability of the Association to pay any claim hereunder:

and indemnity

1. THAT the foresaid guarantee shall continue operative and in force only so long as the circumstances and conditions of the said employment shall remain in every particular as set forth in the said Proposal and relative Statement or Statements and precautions and checks for securing accuracy of accounts and -- limiting the amount of moneys entrusted to or left in the hands

of the Employed at any one time shall be duly observed and put in practice on the part of the Employer in accordance with the said Proposal and relative Statement or statements; AND that the Association shall only be liable to contribute PRO RATA along with any other security held by the Employer.

2. THAT in the event of any such, loss as aforesaid not exceeding the sum insured by this Policy any securities held or recoveries made by the Employer shall be appropriated and exhausted before any claim is preferred under this Policy.

-- 3. Cancelled.

4. THAT the Association shall be liable for any such loss as aforesaid only in the event of the Employer giving notice in writing to the Association in Madras of any act of fraud or dishonesty committed by the Employed immediately after the same shall have come to the knowledge of the Employer and within six months either after the Employed shall have left the service of the Employer, or after death of the Employed, or of the lapsing of this Agreement, whichever of these events shall first happen; and such notice shall state the Number of the Agreement, the cause, nature and extent of the loss, so far as then ascertained, and the address, if known, of the Employed; ~~and~~ and that no claim shall be made under this Agreement except in respect of any act or acts of fraud or dishonesty which shall have occurred during the subsistence of this Agreement; and from and after the date upon which such fraud or dishonesty ~~shall have occurred during the subsistence of this Agreement~~ shall come to the knowledge of the Employer the Association shall ~~be~~ EO IPSO, and without any intimation whatever, be relieved from their obligations hereby undertaken so far as regards the subsequent acts of the -- Employed; AND that every claim under this Agreement shall be lodged with the Association without undue delay after notice as aforesaid shall have been given to the Association: AND that full particulars and satisfactory proofs of the loss

indemnify the Government against all loss in such monies and properties which the Government may sustain by any act or acts of default or dishonesty, negligence or disregard of rules of the Employed in his said office as aforesaid or other persons nominated, accepted by or serving under him in his said office in the capacity and employment described in the policy.

It is hereby understood and agreed that proviso 3 is cancelled.

DRAFT FOR APPROVAL.

Mr FWS

O.F.16.

	Date.	Initials.
When received for fair copying --	8.8.39	SP
When copied ...	14/8/39	akt
When examined...		
When signed ..		
When despatched.		

SUBJECT:—

Treasury - (S. Kanara) -
Acting Huzur Treasurer - Sri
H. Chandappa Nayak - Fidelity
bond of Messrs. Beardsell & Co -
Approved

READ AGAIN _____, dated _____ 19____.

" " _____, dated _____ 19____.

READ ALSO:—

C No. 5465 From the Cdr of S. Kanara, No. _____, dated _____ 19____.

Ref. G.I. 858/39 dt 17-7-39 — Q

" " _____, dated _____ 19____.

" " _____, dated _____ 19____.

Order (Ms.) No. 2162, dated 3.8.1939.
Resolution Rout.

on precedent
ide BP at (J)
BP. 1663 Hs
16. 6. 39.

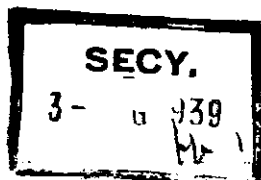
18/8/39

(N)

The Board accepts the
form of the fidelity bond
executed by Messrs. Beardsell
and Co. on behalf of Sri.
H. Chandappa Nayak, Acting
Huzur Treasurer, South Kanara
Collector's Office, Mangalore.

2. The Cdr. is requested
to take steps to have a security
bond executed by the treasurer
in form (b) of Appendix S.A to the
M.F.A.C. Vol II as amended by
G.O. No 405 Fin dt 22.11.37 (Comm^d
with B.P. III Hs dt 15.1.38)

H 44-46 of BK No. 398



1939 (S)

on Cdr of S. Kanara with
a Security bond returned

P. h. h. h.
C. h. g. (S) (by R.P.)
on 11/8/39
B. Dec attached to docket sheet

18/8/39
3/17/39

18/8/39 M-1

039
Selected
NOTICE (1).—The Post Office is not responsible for loss or damage in the case of inland registered articles, unless they are also Insured.

(2).—The special conditions and restrictions as to Insurance which will be found in the current edition of the Post and Telegraph Guide are binding upon every sender of an Insured postal article.

AS!
~~Single Member~~

~~Two Members~~

~~Full Board.~~

1-A A.D.S. Asst. Secretary
 & Land Sett. Sep. J.S. Secy. MMM
 L.R. Rev. Rev. 4 3 2 1

(1) Open file seen by

(2) Final draft seen by

(3) Now circulated to

(4) Initials

SL
167

Passed for record

Secretary
Joint Secretary.

~~A.S. (C.F.)~~

~~A.S. (L.R.)~~

~~A.S. (Sett)~~

~~A.S. (Excise)~~

~~A.D.S. & L.R.~~

~~LA~~

u 77835

L
Tr

Entries not required to be scored out.